

ADDENDUM

RJR agrees that, in lieu of paying the fee specified in paragraph 2, retailer can substitute for it certain merchandising commitments specified below. Performance of these commitments will be deemed payment in full of the fee set forth in paragraph 2 of the Lease and License Agreement.

For a period of three (3) years:

- Merchandise cartons of cigarettes on merchandisers supplied by RJR utilizing shelf contract SS-1 or SS-3 (test area only).
- Plus the following as agreed upon by the R. J. Reynolds Tobacco USA representative:
 - Merchandise packs of cigarettes on merchandisers supplied by RJR.
 - Participate in a DORAL shelf plan.
 - Utilize RJR carton merchandisers in 100% of the stores that merchandise cartons self-service.
 - Utilize RJR Express Checklane Display.

51851 7305

R. J. REYNOLDS TOBACCO COMPANY
UNIVERSAL PACKAGE MERCHANDISING PLAN

Retailer will permit R. J. Reynolds Tobacco Company's Representative to make reasonable audits of performance and to inspect and rotate stocks of R. J. Reynolds Tobacco Company's products in stores under contract.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under this contract from invoice due R. J. Reynolds Tobacco Company.

The attached contract will remain in effect, unless and until terminated by either party upon 30 days written notice delivered to the other. In the event of failure of performance by retailer, this contract may be terminated by R. J. Reynolds Tobacco Company forthwith and without notice.

This offer is extended pursuant to R. J. Reynolds Tobacco Company's general plan, that, in the judgment of the Company, is made available on proportionally equal terms to all competing retailers.

We/ the undersigned retailer and R. J. Reynolds Tobacco Company, by signing below, thereby agree, for the type plan and stores designated below, to the terms and conditions of the R. J. Reynolds Tobacco Company Universal Package Merchandising Display Plan, dated May 1, 1989.

Store Name Waldbaum's Foodmart RJR Account Number 514010
(Please Print)
Street Address 227 South Street RJR Territory Number _____
City/State Holyoke, MA Zip 01040
Call Classification _____ Branch (If chain) _____

Circle Correct Display Size and Plan

Display Size Category	Plan	Number of Qualifying Stores	Total Quarterly Dollar Amount
2	R S T	_____	\$ _____
3			

Retailer's Signature 

Title: _____

R. J. REYNOLDS TOBACCO COMPANY

By: 

G.P. Buchas

1/2/90
Date Contract Signed

1/1/90

Contract Effective Date

51851 7306

Is your organization a corporation, government agency, or tax exempt? _____ (Yes/No)

If not, enter your TIN in the applicable space provided:

Individual Proprietorship: _____
(Social Security Number)

Partnership: _____
(Employer ID Number)

R. J. REYNOLDS TOBACCO COMPANY PACKAGE DISPLAY PLAN FOR UNIVERSAL PACKAGE MERCHANDISING

R. J. Reynolds Tobacco Company is pleased to announce the following display payment plan, effective May 1, 1989, for retailers who have a minimum of three checkstands, satisfy a minimum weekly cigarette volume requirement of 300 cartons, and utilize self-service universal package merchandising (UPM) methods at the checklane area.

General Requirements for Participation:

- RJR Universal Package Merchandiser(s) at checklane
- RJR Exclusive Promotional Display Affixed to Top of each UPM
- RJR Exclusive Advertising on UPM

Payments will be made on a quarterly basis as follows. All payments shown per month:

Display Size Cat.	Pack Capacity Per Display	Per Month Payment for One UPM	Per Month Payment for Two UPM's	Per Month Payment for Three or More UPM's
2	90	\$35	\$ 70	\$100
3	120+	\$50	\$100	\$100
	Plan	R	S	T

Cigarette volume will be determined by the average total weekly sales of all brands during the most recent three-month period.

Specific Requirements:

R. J. Reynolds Tobacco Company will furnish appropriate size Universal Package Merchandiser(s) and display toppers for use by the retailer.

• Universal Package Merchandisers

- For the purposes of this contract, a UPM is defined as a loose pack merchandiser, with a built-in promotional display which should have the ability to be shopped from several sides. The merchandiser must be adjacent to the active checklane(s) of a retail store.

• Exclusive Promotional Display

- The UPM will have a promotional display which is to be used exclusively for R. J. Reynolds Tobacco Company brands. Cigarettes on this display must be front facing on all selling sides. Each display must contain a minimum of 90 packs of cigarettes.
- Display capacity may vary + to - 10 packs, depending on display configuration selected, as determined by an R. J. Reynolds Tobacco Company Representative.

• Exclusive Advertising

- The UPM will contain areas designated for RJR advertising. The RJR Representative will, on a periodic basis, change these promotional messages to coincide with the quarterly work plan.

Retailer will continuously maintain in the display an adequate quantity of designated brands carried by the retailer, as selected by R. J. Reynolds Tobacco Company. Displayed brands must be unobstructed and self-service to the consumer.

Brand selections will correspond to the riser card promotional messages which will be periodically changed at the discretion of R. J. Reynolds Tobacco Company.

The retailer will not permit posters, shelf strips, decals, or other advertising, promotional, or informational materials, including those relating to the retailer's own products, to be affixed or appended to any part of the display fixture except those of R. J. Reynolds Tobacco Company which are a part of or relate to said display.

51851 7307

R. J. REYNOLDS TOBACCO USA
PREFERRED PRESENCE PLAN

We/1 the undersigned retailer and R. J. Reynolds Tobacco USA, by signing below, thereby agree, for the type plan and stores designated below, to the terms and conditions of the R. J. Reynolds Tobacco USA Preferred Presence Plan.

Store Name Waldbaum's Foodmart RJR Account Number 514010
(Please Print)
Street Address 227 South Street RJR Territory Number _____
City/State Holyoke, MA Zip 01040
Call Classification _____ Branch (if chain) _____

<u>Volume Category</u>	<u>Plan</u>	<u>Number of Qualifying Stores</u>	<u>Total Quarterly Dollar Amount</u>
_____	_____	_____	\$ _____

3/8/90
Date Contract Signed
1/1/90
Contract Effective Date,

Retailer's Signature _____

Title: _____

R. J. REYNOLDS TOBACCO USA

By: _____

G.P. Buchas
G.P. Buchas

Is your organization a corporation, government agency, or tax exempt? _____ (Yes/No)

If not, enter your TIN in the applicable space provided:

Individual Proprietorship: _____

(Social Security Number)

Partnerships: _____

(Employer ID Number)

51851 7308

R. J. REYNOLDS TOBACCO USA
PREFERRED PRESENCE PLAN

R. J. Reynolds Tobacco USA (RJR) is pleased to announce the following display plan effective May 1, 1989, for retail stores which sell 300+ CPW primarily by the carton.

General Requirements for Participation:

- RJR Carton Merchandiser/Plan plus the following as agreed upon by an R. J. Reynolds Tobacco USA representative:
 - RJR Package Merchandiser (Self-Service)
 - RJR Saving Center Display Plan
 - RJR Express Checklane Merchandiser

Payments will be made on a quarterly basis as follows, all payments shown per month per store.

MONTHLY PAYMENT PER STORE		
Volume Category	Cigarette Volume	Plan C
3	300+	\$50.00

Cigarette volume will be determined by the average weekly sales of all brands of cigarettes during the most recent three-month period.

Specific Requirements:

- Retailer must use merchandiser(s) furnished or approved by R. J. Reynolds Tobacco USA;
- Retailer must maintain merchandisers in locations agreed upon with R. J. Reynolds Tobacco USA.
- The removal of one or more display contracts terminates this plan.
- All requirements of the agreed upon display contracts (Carton Merchandiser/Plan and Package, Saving Center or Express Checklane Plans) must be maintained in compliance to qualify for the Preferred Presence payment.
- Retailer will maintain adequate display of designated cigarette brands on display at all times.
- Retailer will permit the R. J. Reynolds Tobacco USA representative to make reasonable audits of performance and to inspect and rotate RJR's product in stores under contract.

Preferred Presence Plan compliance will be determined by an RJR Representative and payment will be made at the end of each calendar quarter by check as soon as practicable. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due R. J. Reynolds Tobacco USA.

The attached contract will remain in effect, unless and until terminated by either party upon written notice delivered to the other. In the event of failure of performance by retailer, this contract may be terminated by R. J. Reynolds Tobacco USA forthwith and without notice.

This offer is extended pursuant to R. J. Reynolds Tobacco USA's general plan, that, in the judgment of the Company, is made available on proportionately equal terms to all competing retailers.

51851 7309

Self-service display plan compliance will be determined by an RJR representative and payments made at the end of each calendar quarter, by check as soon as practicable. Payments will be made for stores rendering full performance during a quarter, and on a prorated basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under this contract from invoices due RJR.

This contract will remain in effect until terminated upon notice by either party or until superseded by a new contract between both parties. In the event of failure of performance by retailer, this contract may be terminated by RJR.

This offer is extended pursuant to RJR's general display plan. In the judgement of the Company, it is made available on proportionately equal terms to all competing retailers. Retailers selling cigarettes primarily by the package should contact RJR for alternative package display programs.

The undersigned retailer hereby affirms the understanding that RJR only furnished self-service carton merchandisers pursuant to the terms and conditions of RJR's carton shelf plan and also affirms retailer's agreement that:

- (1) one of several carton shelf plans must be selected and
- (2) RJR brands shall exclusively occupy a minimum of the top shelves on the primary merchandisers and the top shelf on additional merchandiser(s). If applicable, at all times for the life of the merchandiser(s) furnished by RJR.

PAYMENT CALCULATION: _____ x \$ _____ = \$ _____
Vol. Cat. Total Rows Row Rate Monthly Payment

We/I understand that failure of performance of any of the above terms and conditions would no longer entitle retailer to participate in the RJR Self-Service Carton Shelf Plan Contract or to utilize in any way the merchandiser(s) furnished by RJR.

If you wish to accept this offer, please sign and date and return the original to your RJR Representative.

Store Name Waldbaum's Foodmart RJR Account number 514010
Street Address 227 South Street RJR Territory Number _____
City/State Holyoke, MA 01040 Zip _____
Call Classification _____ Branch (if chain) _____

CIGARETTE VOLUME CATEGORY:

B	C	D
<div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto;"></div>
225-299	300-499	500+

Plan	List Plan(s) Selected Number of Qualifying Stores	Total Quarterly Dollar Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
Total		\$ _____

3/8/90
Date Contract Signed
1/1/90
Contract Effective Date

Retailer's Signature [Signature]
Title Buyer
R. J. Reynolds Tobacco Company
BY [Signature]
G.P. Buchas

51851 7310

Is your organization a corporation, government agency, or tax exempt? _____ (yes/no)

If not, enter your TIN in the applicable space provided: Individual Proprietorship: _____

Partnership: _____

R. J. REYNOLDS TOBACCO COMPANY
SELF-SERVICE 1 CARTON SHELF PLAN CONTRACT
FOR R. J. REYNOLDS TOBACCO COMPANY'S 6-SHELF, 7-SHELF AND GONDOLA MERCHANDISERS

R. J. Reynolds Tobacco Company ("RJR") is pleased to announce the following shelf plans effective January 1, 1990, for all retail stores displaying cigarette cartons self-service, using merchandiser(s) supplied by RJR or a combination of RJR merchandiser(s) and/or retailer shelving, as approved by the RJR Representative. These shelf plans are available to all retailers operating stores which sell cigarettes primarily by the carton.

MONTHLY PAYMENT PER STORE

Cigarette volume will be determined by the average total weekly sales of all brands of cigarettes during the most recent three-month period.

SEQUENTIAL ORDER OF SPACE WHEN DESIGNATING RJR ROWS:

- (1) Top two shelves on the primary merchandiser and top shelf(s) on additional merchandiser(s).
- (2) Second shelf(s) on additional merchandiser(s).
- (3) Lower shelf(s) on additional merchandiser(s), excluding bottom.

Monthly Payment Calculation Grid			
Vol. Cat.	Cigt. Volume	Per Row Payments	RJR Maximum Rows Paid For
B	225-299	\$1.00 Per Row	66 RJR Rows
C	300-499	\$2.60 Per Row	100 RJR Rows
D	500+	\$3.00 Per Row	120 RJR Rows

RJR SPACE AND ROW REQUIREMENTS BY MERCHANDISER TYPE:

- **6-Shelf RJR Merchandiser(s)**
 - In operating areas where RJR share of market is 30% or more, RJR's minimum space is the top two (2) shelves exclusively.
 - In operating areas where RJR share of market is less than 30%, RJR's minimum percentage of rows required is not less than RJR's share of market for the operating areas. In no instance will RJR's rows be less than 25% of the total rows available.
 - **7-Shelf RJR Merchandiser(s)**
 - In all operating areas, RJR's minimum space is the top two (2) shelves exclusively on all 7-shelf carton merchandiser(s) supplied by RJR.
 - **Retailer Shelving**
 - Minimum RJR rows required is 30% of total rows available.
 - Maximum RJR rows allowed is 40% of total rows available.
- Exception: In operating areas where RJR share of market is less than 30%, RJR's minimum percentage of rows required must not be less than RJR's share of market for the operating area. In no instance will RJR's rows be less than 25% of the total rows available on all carton merchandiser(s) approved by RJR.

GENERAL REQUIREMENTS:

- **Row Definitions for RJR Merchandisers and Retailer Shelves**
 - 2 1/2' Shelf = 8 Rows
 - 3' Shelf = 9 Rows
 - 4' Shelf = 13 Rows
 - All Other Retailer Shelves compute 3 Rows per horizontal linear foot.
- RJR brands must occupy the entire top shelf(s) exclusively, i.e., no partial shelf(s), on the primary RJR merchandiser(s) and additional merchandiser(s).
- All RJR rows must be in a forward facing position and occupy the entire depth of the shelf(s).
- All designated RJR top shelf rows must be stocked no less than seven cartons high. Additional designated RJR lower shelf rows must be stocked no less than five cartons high.
- On all RJR approved retailer merchandiser(s), the maximum height from the floor to the top carton on the merchandiser(s) is 80".
- RJR reserves the right to plan-o-gram, adjust and divide its allocated space as deemed necessary by the RJR Representative.
- Qualifying merchandiser(s) must have a minimum of four shelves and a maximum of seven shelves. Merchandiser(s) supplied by RJR may not be altered or modified in any way to change the configuration (capacity, height, width or depth), except by an authorized RJR Representative.
- The plan selected and capacity allocated for the display of RJR's products must not at any time be reduced from that capacity originally agreed upon at the time of contract signing.
- All retailer shelves must be equal in length.
- Retailer shelves on which RJR brands are displayed must be adjusted to heights equal to the top two shelves of the primary merchandiser(s).
- Retailer will not permit non-RJR advertising, promotional, or informational material, including that relating to the retailer's own products, to be affixed or appended to the merchandiser(s) and/or retailer shelves and/or security equipment. RJR shall have exclusive rights to the advertising space above the merchandiser(s) and retailer shelves, although retailer may alternatively use said space for non-tobacco advertising.
- RJR will supply a customer sign on selected RJR merchandisers for the exclusive use by the retailer. The advertising copy will be changed periodically to coincide with RJR's current advertising.
- In the event that additional merchandising space is required for displaying cartons of cigarettes, RJR brands will occupy their proportionate space, which is equal to the present RJR contract in effect.
- Only one plan may be selected by any retail store.
- Retailer will permit the RJR Representative to make reasonable audits of performance and to inspect and rotate RJR's products in stores under contract.

51851 7311

R. J. REYNOLDS TOBACCO USA
EXPRESS CHECKLANE DISPLAY PLAN

Retailer will continuously maintain an adequate display of designated brands carried by the retailer, as selected by R. J. Reynolds Tobacco USA. Displayed brands must be unobstructed and self-service to the consumer.

Brand selection will correspond to the riser card promotional messages which will be periodically changed at the discretion of R. J. Reynolds Tobacco USA.

The retailer will not permit posters, shelf strips, decals, or other advertising, promotional, or informational materials, including those relating to the retailer's own products, to be affixed or appended to any part of the display fixtures except those agreed to by a R. J. Reynolds Tobacco USA representative.

Retailer will permit R. J. Reynolds Tobacco USA's representative to make reasonable audits of performance and to inspect and rotate stocks of R. J. Reynolds Tobacco USA's products in stores under contract.

R. J. Reynolds Tobacco USA will make payments by check as soon as practicable after the end of the quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due R. J. Reynolds Tobacco USA.

The attached contract will remain in effect, unless and until terminated by either party upon written notice delivered to the other. In the event of failure of performance by retailer, this contract may be terminated by R. J. Reynolds Tobacco USA forthwith and without notice.

This offer is extended pursuant to R. J. Reynolds Tobacco USA's general plan, that, in the judgment of the Company, is made available on proportionately equal terms to all competing retailers.

We/1 the undersigned retailer and R. J. Reynolds Tobacco USA, by signing below, thereby agree, for the type plan and stores designated below, to the terms and conditions of the R. J. Reynolds Tobacco USA Express Checklane Promotional Display Plan.

Store Name Waldbaum's Foodmart RJR Account Number 514010
(Please Print)
Street Address 227 South Street RJR Territory Number _____
City/State Holyoke, MA Zip 01040
Call Classification _____ Branch (if chain) _____

Volume Category	Plan	Number of Qualifying Stores	Total Quarterly Dollar Amount
_____	_____	_____	\$ _____
_____	_____	_____	_____

3/8/90
Date Contract Signed

1/1/90
Contract Effective Date

Retailer's Signature [Signature]

Title: Buyer

R. J. REYNOLDS TOBACCO USA

By: [Signature]

G.P. Buchas

Is your organization a corporation, government agency, or tax exempt? _____ (Yes/No)

If not, enter your TIN in the applicable space provided:

Individual Proprietorship: _____
(Social Security Number)

Partnership: _____
(Employer ID Number)

51851 7312

R. J. REYNOLDS TOBACCO USA
EXPRESS CHECKLANE DISPLAY PLAN

R. J. Reynolds Tobacco USA (RJR) is pleased to announce the following display plans effective May 1, 1989, for stores which sell 300+ CPU primarily by the carton.

General Requirements for Participation:

- Retail store must have a minimum of 3 checklanes of which one is designated as an Express Checklane.
- The Express Checklane, as defined by RJR, is an open, active checklane that is identified to the consumer as the primary location where purchases of limited quantities are made. Final approval of an acceptable display position will be determined by RJR representative.

Payments will be made on a quarterly basis as follows, all payments shown per month per store.

MONTHLY PAYMENT CALCULATION GRID			
Volume Category	Cigarette Volume	Plan A	Plan B
1	300-499	\$70.00	\$50.00
2	500+	\$100.00	\$80.00

Cigarette volume will be determined by the average total weekly sales of all brands of cigarettes during the most recent three-month period.

Specific Requirements:

RJR will furnish a specially designed merchandiser for the plan selected by the retailers:

Plan A

- The display section of the merchandiser may, at the discretion of the R. J. Reynolds Tobacco USA representative, be periodically used to display RJR package and/or carton promotions exclusively.
- The merchandiser will contain both RJR full priced and value priced package and/or carton brands exclusively.
- The merchandiser may contain non-competing front-end items, as determined by an R. J. Reynolds Tobacco USA representative.
- The merchandiser will be positioned at the Express Checklane.

Plan B

- The display section of the merchandiser may, at the discretion of the R. J. Reynolds Tobacco USA representative, be periodically used to display RJR package and/or carton promotions exclusively.
- The merchandiser will contain both RJR full priced and value priced package and/or carton brands.
- The merchandiser may contain industry cigarette package brands and other front-end items, as determined by an R. J. Reynolds Tobacco USA representative.
- The merchandiser will be positioned at the Express Checklane.

Only one display plan may be selected by any one store.

51851 7313

1. one of several carton shelf plans must be selected, and
2. RJR brands shall exclusively occupy a minimum of the top shelf of section(s), plus additional rows on the next lower shelf or shelves in a contiguous manner, if applicable, at all times for the life of the merchandiser(s) furnished by RJR.

We/ understand that failure of performance of any of the above terms and conditions would no longer entitle retailer to participate in the RJR Non-Self-Service 1 Carton Shelf Plan Contract or to utilize in any way the merchandiser(s) furnished by RJR.

Store Name Waldbaum's Foodmart RJR Account Number 514010
Street Address 227 South Street RJR Territory Number _____
City Holyoke, MA 01040 State MA Zip 01040
Call Classification _____ Branch (if chain) _____

A
100-199

B
200-299

C
300-499

D.
500 +

Plan

Number of Qualifying Stores

Total Quarterly Dollar Amount

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

Total \$ 1,000.00

3/8/90
Date Contract Signed

1/1/90
Contract Effective Date

Retailer's Signature

Title

R.J. Reynolds Tobacco USA

Bv

G.P. Buchas

Is your organization a corporation, government agency, or tax exempt? _____ (yes/no)

If not, enter your TIN in the applicable space provided:

Individual

Proprietorship:

Partnership:

51851 / 319

NON-SHELF-SERVICE CARTON SHELF PLAN NSS-1

R.J. Reynolds Tobacco USA ("RJR") is pleased to announce the following Carton Shelf Plan, effective August 1, 1988 for all retail stores displaying cigarette cartons on non-self-service RJR merchandisers, or shelving approved by an RJR Representative. This shelf plan is available to all retailers operating stores which sell cigarettes primarily by the carton.

Monthly Payment Per Store

Cigarette volume will be determined by the average total weekly sales of all brands of cigarettes during the most recent three-month period.

Monthly Payment Calculation Grid

Volume Category	Cigarette Volume	Payment Per Row Per Month	RJR Minimum Paid Rows	RJR Maximum Paid Rows
A	100-199	\$.35 per row	20 RJR rows	30 RJR rows
B	200-299	\$.45 per row	40 RJR rows	50 RJR rows
C	300-499	\$.75 per row	40 RJR rows	60 RJR rows
D	500 +	\$ 1.25 per row	40 RJR rows	80 RJR rows

General Requirements:

- Row definitions for RJR merchandisers and retail shelves:
 - 2-1/2' shelf = 8 rows — All retailer shelves compute
 - 3' shelf = 9 rows 3 rows per horizontal linear foot.
 - 4' shelf = 13 rows
- RJR cigarette brands must occupy the top shelf of section(s), plus additional rows on the next lower shelf or shelves in a contiguous manner.
- The top shelf must hold a minimum of 12 RJR rows.
- The height of the top shelf must be a maximum of 72 inches.
- All designated top shelves must be stocked no less than 7 cartons high. Additional designated shelves for RJR cigarette brands must be stocked no less than 5 cartons high.
- RJR standard merchandiser(s) or retailer shelving used must be in total view of the consumer. Cartons may be merchandised either at point-of-purchase, separated from the consumer by a shield of transparent material, or behind a counter or checkstand. Merchandiser(s) or shelving may not be placed more than 10 feet from point-of-purchase.
- Retailer will not permit non-RJR advertising, promotional, or informational material, including that relating to the retailer's own products, to be affixed or appended to the RJR merchandiser(s) or RJR contracted shelving although retailer may alternatively use said space for non-tobacco advertising.
- RJR will supply a customer sign which will be an integral part of the merchandiser(s) or shelving. The advertising copy will be changed periodically to coincide with RJR's current advertising.
- RJR reserves the right to plan-o-gram, adjust, and divide it's allocated space as deemed necessary by the RJR Representative.
- Only one plan may be selected by any one retail store.
- Retailer will permit the RJR Representative to make reasonable audits of performance and to inspect and rotate RJR's products in stores under contract.

Display plan compliance will be determined by an RJR Representative and payment will be made at the end of each calendar quarter by check, as soon as practicable. Payments will be made for stores rendering full performance during a quarter and on a prorated basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under this contract from invoices due RJR.

This contract will remain in effect until terminated upon notice by either party, or until superseded by a new contract between both parties. In the event of failure of performance by retailer, this contract may be terminated by RJR.

This offer is extended pursuant to RJR's general display plan. In the judgment of the Company, it is made available on proportionately equal terms to all competing retailers. Retailers selling cigarettes primarily by the package should contact RJR for alternative package display programs.

DISPLAY PLAN

This offer is extended pursuant to RJR's general display plan. In the judgement of RJR, it is made available on proportionately equal terms to all competing retailers.

This contract will remain in effect until terminated upon notice by either party or until superseded by a new contract between both parties. In the event of failure of performance by retailer, this contract may be terminated by RJR.

We/I understand that failure of performance of any of the above terms and conditions would no longer entitle retailer to participate in the RJR Savings Center Permanent Floor Display Plan and to utilize in any way the merchandiser(s) furnished by RJR for this program.

If you wish to accept this offer, please sign and date below and return the original to your RJR Representative.

Store Name Waldbaum's Foodmart

Street Address 227 South Street

City/State Holyoke, MA Zip 01040

Call Classification _____ Branch (if chain) _____

CIGARETTE VOLUME CATEGORY

☐ 2 200-499

☐ 3 500+

Base Payment
or

$$\frac{\$40.00}{\text{Base}} + \left(\frac{\text{Saving Segment Rows}}{\text{Row Rate}} \times \$2.00 \right) = \$ \text{Monthly Payment}$$

(EXCLUSIVE)

☐ 4 500+

(CONSOLIDATION)

☐ 5 300-499

☐ 6 500+

$$\frac{\$30.00}{\text{Base}} + \left(\frac{\text{Saving Segment Rows}}{\text{Row Rate}} \times \$2.60 \right) = \$ \text{Monthly Payment}$$

$$\frac{\$64.00}{\text{Base}} + \left(\frac{\text{Saving Segment Rows}}{\text{Row Rate}} \times \$3.00 \right) = \$ \text{Monthly Payment}$$

LIST PLAN(S) SELECTED

Plan/Rows

Number of
Qualifying Stores

Total Quarterly
Dollar Amount

\$ _____
\$ _____
\$ _____
\$ _____

3/8/90
Date Contract Signed

1/1/90
Contract Effective Date

514010
RJRT Account Number

Retailer's Signature: [Signature]

Title: BOYER

R.J. Reynolds Tobacco Company

By: [Signature]

G.P. Buchas

51851 7316

Is your organization a corporation, governmental agency, or tax exempt? Yes No

If not, enter your TIN in the applicable space provided:

Individual Proprietorship: _____

(Social Security Number)

Partnership: _____

(Employer ID Number)

R. J. REYNOLDS TOBACCO COMPANY SAVINGS CENTER DISPLAY PLAN

R. J. Reynolds Tobacco Company ("RJR") announces the following display plan effective January 1, 1990, for all retail stores.

MONTHLY PAYMENT PER STORE

Cigarette volume will be determined by the average total weekly sales of all brands of cigarettes during the most recent three month period.

VOLUME CATEGORY 2, 3

- RJR will furnish the retailer a package/carton merchandiser(s) to display RJR savings brands which can be shared with other savings brands generic cigarettes.
- RJR must occupy a minimum of the top two shelves of the RJR merchandiser exclusively.
- Plan 3X
- In stores selling a minimum of 500 cartons per week in Volume Category 3X, RJR reserves the right to contract for up to 16 additional rows, above the base, at the rate of \$2.00 per additional row.

VOLUME CATEGORY	CIGARETTE VOLUME	MINIMUM 3 CARTON WIDE	MINIMUM 8 CARTON WIDE	PLAN X ADDITIONAL PER ROW PAYMENT
		PLAN Y	PLAN X	
2	200-499	\$20.00	\$30.00	-
3	500+	\$25.00	\$40.00	\$2.00

VOLUME CATEGORY 4 (EXCLUSIVE)

- RJR will furnish the retailer a package/carton merchandiser(s) to display RJR savings brands.
- RJR savings brands must occupy the entire RJR merchandiser exclusively.

VOLUME CATEGORY	CIGARETTE VOLUME	MINIMUM 3 CARTON WIDE	MINIMUM 8 CARTON WIDE
		PLAN Y	PLAN X
4	500+	\$35.00	\$64.00

VOLUME CATEGORY 5, 6 (CONSOLIDATION)

- Retailer merchandises all savings brands/generic brands on RJR furnished merchandisers exclusively or on a combination of RJR furnished merchandisers and a supplemental fixture as approved by RJR Sales Representative.
- RJR must occupy a minimum of the top two shelves of the RJR merchandiser exclusively.
- The RJR merchandiser must accommodate a minimum of 45 Industry Rows.
- Plan 5X
- In stores selling a minimum of 300 cartons per week in Volume Category 5X, RJR reserves the right to contract for up to 16 additional rows, above the base, at the rate of \$2.60 per additional row.
- Plan 6X
- In stores selling a minimum of 500 cartons per week in Volume Category 6X, RJR reserves the right to contract for up to 16 additional rows, above the base, at the rate of \$3.00 per additional row.

VOLUME CATEGORY	CIGARETTE VOLUME	MINIMUM 3 CARTON WIDE	MINIMUM 8 CARTON WIDE
		PLAN X	ADDITIONAL PER ROW PAYMENT
5	300-499	\$30.00	\$2.60
6	500+	\$64.00	\$3.00

GENERAL REQUIREMENTS

Row Definitions for RJR Merchandisers

- 1' Shelf = 3 Rows
- 2 1/2' Shelf = 8 Rows
- 3' Shelf = 9 Rows
- 4' Shelf = 13 Rows

- All RJR rows must be in a forward facing position and occupy the entire depth of the shelf(s).
- All designated RJR shelf rows must be stocked no less than five cartons high.
- RJR reserves the right to plan-o-gram, adjust and divide its allocated space as deemed necessary by the RJR Representative.
- Qualifying merchandiser(s) must have a minimum of four shelves and a maximum of seven shelves. Merchandiser(s) supplied by RJR may not be altered or modified in any way to change the configuration (capacity, height, width or depth), except by an authorized RJR Representative.
- The plan selected and capacity allocated for the display of RJR's products must not at any time be reduced from that capacity originally agreed upon at the time of contract signing.
- Retailer will not permit non-RJR advertising, promotional or informational material, including that relating to the retailer's own products, to be affixed or appended to the merchandiser(s).
- RJR will supply a customer sign on selected RJR merchandisers. The advertising copy will be changed periodically to coincide with RJR's current advertising.
- Only one plan may be selected by any retail store.
- Retailer will permit the RJR Representative to make reasonable audits of performance and to inspect and rotate RJR's products in stores under contract.

51851 7317